Chandka

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO. 564 OF 2005

Nitesh Hirachand Jain ..Plaintiff

versus

Suryakant Sahebrao Vaydande & Anr. ..Defendants

Mr. H. J. Kanojia i/b. M/s. Kiran Jain & Co. for the Plaintiff.

None for the Defendants.

CORAM : S. A. BOBDE, J.
DATE : 28TH NOVEMBER, 2007.

P.C.

. None appears for the Defendants, though served.

2. This is a suit for recovery of the sum of Rs.1,04,372/- with interest. The Defendants have not entered appearance within ten days of the service or thereafter.

3. The plaintiff has sued for recovery of the amount on the basis of a demand promissory note jointly signed and executed by the defendants on

having received the said sum in cash from the plaintiff on 1.11.2004. The demand promissory note is on record at Exhibit P-1. The promissory note stipulates interest at the rate of 21% per annum for the purpose of repayment.

4. As stated earlier, there is no defence to the suit. Hence, the suit is decreed in terms of prayer clause. Refund of court fees as per the Rules. Decree be drawn accordingly.

(S. A. BOBDE, J.)